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**FILED**  
IN CLERK'S OFFICE  
US DISTRICT COURT E.D.N.Y.  
★ JUL 02 2015 ★  
BROOKLYN OFFICE

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X  
MELIEK SANDERS & COREY PHILLIPS,

Plaintiffs,

JUDGMENT  
12-CV- 0113 (PKC)

-against-

CITY OF NEW YORK, NATHANIEL RAY, and  
MICHAEL RAKEBRANDT,

Defendants.

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Defendants City of New York, Nathaniel Ray, and Michael Rakebrandt, having offered Plaintiff Meliek Sanders to take a judgment against the City of New York in this action for the total sum of Two Hundred Fifty Thousand (\$250,000.00) Dollars, plus reasonable attorneys' fees, expenses, and costs to the date of this offer for Plaintiff Meliek Sanders' federal claims and Plaintiff Meliek Sanders having accepted said offer; it is

ORDERED and ADJUDGED that judgment is hereby entered pursuant to Rule 68 of the Federal Rules of Civil Procedure in favor of Plaintiff Meliek Sanders and against the City of New York in the total sum of Two Hundred Fifty Thousand (\$250,000.00) Dollars, plus reasonable attorneys' fees, expenses, and costs.

In accordance with the offer of judgment, this judgment is in full satisfaction of all federal and state law claims or rights that Plaintiff Meliek Sanders may have to damages, or any other form or relief, arising out of the alleged acts or omissions of Defendants or any official, employee, or agent, either past or present, of the City of New York, or any agency, in connection with the facts and circumstances that are the subject of this action; that judgment is made for the

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purposes specified in Rule 68 of the Federal Rules of Civil Procedure and is not to be construed as an admission of liability by Defendants or any official, employee, or agent of the City of New York, or any agency thereof; nor is it an admission that Plaintiffs have suffered any damages; this offer will act to release and discharge Defendants; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York, or agency thereof, from any and all claims that were or could have been alleged by Plaintiff Meliek Sanders arising out of the facts and circumstances that are the subject of this action; Plaintiff Meliek Sanders waive rights to any claims for interest on the amount of the judgment and agrees that payment of Two Hundred Fifty Thousand (\$250,000.00) Dollars within ninety (90) days of the date of acceptance of the offer shall be a reasonable time for such payment, unless Plaintiff received medical treatment in connection with the underlying claims in this case for which Medicare has provided, or will provide, payment in full or in part; if Plaintiff Meliek Sanders is a Medicare recipient who received medical treatment in connection with the claims in this case, the ninety (90) day period for payment shall start to run from the date Plaintiff submits to counsel for Defendants a final demand letter from Medicare; Plaintiff Meliek Sanders agrees to resolve any claim that Medicare may have for reimbursement of conditional payments it has made as secondary payer and a Medicare Set-Aside Trust shall be created, if required by 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26 and Plaintiff Meliek Sanders further agrees to hold harmless Defendants and all past and present officials, employees, representatives and agents of the City of New York, or any agency thereof, regarding any past and/or future Medicare

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payments, presently known or unknown, made in connection with this matter.

Dated: Brooklyn, New York  
July 02, 2015

Douglas C. Palmer  
Clerk of Court

by: /s/ Janet Hamilton  
Deputy Clerk